MARCH 14, 2008

MICHAEL W. DOBBINS

CLERK, U.S. DISTRICT COURT

### UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

KLUBER SKAHAN + ASSOCIATES, INC., an Illinois corporation,	08 C 1529
Plaintiff,	)
v.	) JUDGE ZAGEL ) MAGISTRATE JUDGE NOLAN
CORDOGAN, CLARK & ASSOC., INC. an Illinois corporation, and JEYEONG KIM,	) )
an individual,	) JURY TRIAL DEMANDED
Defendants.	)

### COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Plaintiff Kluber Skahan + Associates, Inc., an Illinois corporation, as and for its Complaint against Defendants Cordogan, Clark & Assoc., Inc., an Illinois corporation, and Jeyeong Kim, states by and through its counsel, Derke J. Price and Ellen K. Emery of Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer P.C., as follows:

### The Parties

- 1. Plaintiff Kluber Skahan + Associates, Inc., ("KS+A") is an Illinois corporation and licensed professional design firm engaged in the practice of architecture and engineering with its principal place of business at 901 N. Batavia Avenue, Batavia, Illinois.
- 2. Defendant Cordogan, Clark & Assoc., Inc. ("Cordogan") is an Illinois corporation and licensed professional design firm engaged in the practice of architecture with its principal place of business at 960 Ridgeway Avenue, Aurora, Illinois.
- 3. Defendant Jeyeong Kim ("Kim") was, from 4/15/02 through 4/12/04, employed at KS+A as an engineering intern and was not a licensed engineer at any time during his period of

employment with KS+A. Kim left KS+A and became an employee at Cordogan. He has subsequently become a licensed engineer. He has, on information and belief, left the employ of Cordogan and is now practicing in Aurora, Illinois. Upon information and belief, Kim lives in Kane County, Illinois.

### Jurisdiction and Venue

- 4. KS+A incorporates by reference and realleges each allegation set forth in paragraphs 1 through 3 above as if fully set forth herein.
- This lawsuit is brought pursuant to the Copyright Act of 1976, as amended, 17 U.S.C. 5. §§101, et seq. This Court has jurisdiction of the subject matter to this action under 28 U.S.C. §1338(a), pursuant to which the United States District Courts have original and exclusive jurisdiction of all civil actions arising under any Act of Congress relating to copyrights. This Court also has jurisdiction pursuant to 28 U.S.C. §1331, because this civil action arises under the laws of the United States and presents a federal question. This Court has supplemental jurisdiction over KS+A's state law claims pursuant to 28 U.S.C. § 1367.
- 6. This Court has personal jurisdiction over the parties in this action. The activities over which KS+A complains and give rise to this action took place in the State of Illinois. Defendants' activities infringing KS+A's copyrights took place within the Northern District of Illinois. Additionally, each Defendant conducts business, is employed, or reside within the State of Illinois and the jurisdiction of this Court, and venue is proper under 28 U.S.C. §1391(b) and 28 U.S.C. §1400(a).

### Allegations Common to All Counts

- 7. KS+A incorporates by reference and realleges each allegation set forth in paragraphs

  1 through 6 above as if fully set forth herein.
- 8. KS+A is a professional design firm that is engaged in the practice of architecture and engineering. KS+A employs both licensed architects and engineers, including Michael T. Kluber, a licensed professional engineer.
- 9. Beginning in the Spring of 2002 and continuing through 2004, KS+A created, organized and refined various design elements to be used in conjunction with its computer-assisted-design ("CAD") programs, including symbols, abbreviations, diagrams, schedules and detail drawings (collectively "Design Components"). The Design Components are incorporated into, and component parts of, the architectural and engineering plans, drawings, and designs that KS+A creates. True and correct copies of the Design Components are attached hereto and incorporated herein as Group Exhibit A.
- 10. Michael T. Kluber was the professional engineer at KS+A that created and organized these Design Components for KS+A for the electrical engineering discipline.
- 11. KS+A expends great time, money and effort to create and refine these Design Components as they are essential ingredients to clear and concise drawings, plans and designs.
- 12. KS+A has a copyright interest in each and every one of the Design Components that it has created. Many of the Design Components have been incorporated into various Plans and Specifications prepared by KS+A, depending upon the nature of the project. KS+A's copyright interest in the Design Components is evidenced by the following Copyrights for Works of the Visual Arts issued by the United States to KS+A effective in January of 2007 for plans and specifications

incorporating these Design Components: VAu740-105, VAu734-219, VAu739-071, VAu739-704, VAu739-070. Copies of the Registration Certificates are incorporated herein and attached hereto as Exhibit B.

- 13. KS+A employs both architects and engineers who create the Design Components.

  The Design Components, plans, specifications and drawings, are all created as works for hire for KS+A.
  - 14. The practices of architecture and engineering are regulated by the State of Illinois.
- 15. The State of Illinois licenses both KS+A as a professional design firm and the individual engineers and architects that work for KS+A. The State of Illinois further requires that the plans, specifications and drawings produced by KS+A be reviewed and sealed by a licensed architect or engineer before they can be used for construction.
- 16. The quality of the component parts of the plans, specifications and drawings is important to a successful construction project and the Design Components improve the quality of the plans, specifications and drawings in which they are incorporated.
- 17. The Design Components constitute the intellectual capital amassed by KS+A over the course of years during which it, and its predecessor companies, have been in business. Thus, the Design Components are valuable assets of KS+A that required professional skill, experience and education of engineers and/or architects to create, revise and use professionally, and constitute trade secrets of KS+A.
- 18. Kim was a licensed engineer intern during his employ at KS+A and while working in a position of trust assisted Michael Kluber in drawing and entering the Design Components into KS+A's proprietary CAD library.

- 19. At all times relevant, KS+A protected its computer files and CAD library with passwords and other security measures intended to keep KS+A's trade secrets from public disclosure.
- 20. As an employee of KS+A from April 15, 2002 through April 12, 2004, Kim had been exposed to, and also had access to, the proprietary Design Components and plans, specifications and drawings of KS+A.
  - 21. Cordogan is a competitor of KS+A in the practice of architecture.
  - 22. Cordogan actively pursued, recruited, and hired Kim away from KS+A.
- At his exit interview on April 12, 2004 with Michael Kluber, Kim was reminded that KS+A's intellectual property, including "plans and specs and work product" were "not to be taken" by him and that doing so was "punishable by law" and Kim signed the interview summary memorializing these instructions and acknowledging these same admonitions and restrictions. A true and correct copy of Kim's Employee Exit Interview is attached hereto and incorporated herein as Exhibit C.
- 24. Kim had agreed, and was under a duty, not to take copies of KS+A's intellectual property, trade secrets and other confidential information with him or disclose that information to third parties. Kim understood his agreement and duty. Despite this, Kim intentionally copied, procured and took with him, without permission, various Design Components of KS+A.
- 25. Kim's job responsibility at Cordogan was to prepare the design documents in the electrical engineering discipline on various projects.
- 26. Within a short time after starting his employment with Cordogan, Kim used copies of the Design Components he illegally and improperly misappropriated from KS+A for the benefit of

Cordogan and to prepare documents for Cordogan, including but not limited to a structure of the Fox Valley Park District known as the "Vaughn Center Facility."

- 27. Kim's misappropriation of the Design Components was first discovered by KS+A in 2008 when they were hired by the Fox Valley Park District to review issues at the Fox Valley Park District's Vaughn Center Facility.
- 28. Kim and Cordogan improperly used KS+A's Design Components and other proprietary information in Cordogan's 2004 construction documents for the Vaughn Center Facility project (hereafter "Vaughn Center project").
- 29. Cordogan published its plans for the Vaughn Center project after Kim began his employment at Cordogan.
- 30. Identical copies of KS+A's Design Components are contained in Cordogan's plans, specifications and drawings for the Vaughn Center project.
- 31. On information and belief, Cordogan has been representing to its clients that those KS+A's Design Components that were incorporated into Cordogan's plans, specifications and drawings were Cordogan's own work.
- 32. Kim and Cordogan misappropriated KS+A's trade secret Design Components and CAD files to create Cordogan's design documents for the Vaughn Center project and, on information and belief, other projects, including most recently, the City of Aurora Police Department Facility.
- 33. Defendants Cordogan and Kim have acted in concert in the misappropriation of KS+A property, and Defendant Cordogan induced Defendant Kim to breach its duties to KS+A.
- 34. Unless immediate injunctive relief is entered to prevent Defendant from further infringing on KS+A's copyrights and misappropriating KS+A's trade secrets, KS+A faces

irreparable harm.

- 35. Accordingly, Plaintiff KS+A seeks immediate injunctive relief consisting of the following:
  - (a) compelling Defendants to immediately return all property and information stolen or copied from Plaintiff having to do with the Design Components;
  - (b) enjoining Defendants from using to their advantage any such property or information copied or misappropriated from Plaintiff KS+A;
  - (c) enjoining Defendants from sharing with any third party any such property or information copied or misappropriated from Plaintiff KS+A;
  - (d) establishing a constructive trust on any proceeds earned by defendants through use of Plaintiff's copyrighted materials, trade secrets, or any other information or property taken from KS+A;
  - (e) enjoining Defendants from making any use of the appropriated property and/or copyrighted information taken from KS+A;
  - (f) enjoining Defendants from destroying evidence related to their actions and compelling defendants to preserve any computers, drives, e-mail accounts, electronic data, telephone accounts, printed materials, and/or other documents or property in their possession and control; and
  - (g) any further relief that the Court deems just or appropriate.
- 36. As a result of the actions of the Defendants, KS+A has suffered damages in an amount in excess of the minimum jurisdictional limit.
- 37. In addition to emergency injunctive relief, KS+A further seeks appropriate monetary damages to the extent calculable for Defendants Cordogan and Kim's infringement, misappropriation, and other wrongful actions, including punitive damages.
- 38. The actions of the Defendants were willful and malicious, justifying an award of punitive damages.

KS+A also seeks exemplary damages and attorneys fees under the federal Copyright 39. Act and the Illinois Trade Secrets Act and other statutes for Defendants' willful and malicious theft of copyrighted material, confidential information, and trade secrets as well as other wrongful actions.

### COUNT I: INFRINGEMENT OF COPYRIGHTS (17 U.S.C. §§501, et seq.)

- KS+A incorporates by reference and re-alleges each allegation set forth in paragraphs 40. 1 through 39 above as if fully set forth herein.
- 41. KS+A is the exclusive owner of all of the copyrights in its Design Components and plans, specifications and drawings.
- 42. Defendants, without permission or consent of KS+A, have copied, publicly distributed, used, and continue to copy, distribute and use, the copyrighted materials for their own benefit. Defendants' actions constitute infringement of KS+A's copyrights and exclusive rights under copyright.
- Defendants knowingly and willfully copied KS+A's copyrighted Design Components 43. and plans, specifications and drawings, and the protectable expression contained therein, and have willfully created derivative works based thereupon, and willfully publicly distributed those derivative works, without KS+A's authorization in violation of its rights.
- To the extent that Defendants did not directly infringe KS+A's exclusive rights in 44. connection with its copyrighted Design Components and plans, specifications and drawings, Defendants induced, caused and/or materially contributed to the direct acts of infringement with knowledge of the infringing activity. Defendants had a direct financial benefit in the infringing activities, and had the right and/or ability to supervise those activities, rendering them vicariously

liable.

- 45. These acts of infringement by Defendants have been willful and intentional, in disregard of and with indifference to the rights of KS+A.
- 46. As a result of Defendants' infringement of KS+A's copyrights and exclusive rights under copyright, KS+A is entitled to statutory damages pursuant to 17 U.S.C. §504(c) for Defendants' infringement of each of the copyrighted materials.
  - 47. Further, KS+A is entitled to its attorneys' fees and costs pursuant to 17 U.S.C. §505.
- 48. The conduct of Defendants is causing and, unless enjoined and restrained by this Court, will continue to cause KS+A great and irreparable injury that cannot fully be compensated or measured in money. KS+A has no adequate remedy at law. Pursuant to 17 U.S.C. §§502 and 503, KS+A is entitled to injunctive relief prohibited Defendants from further infringing KS+A's copyrights.

WHEREFORE, Plaintiff, Kluber Skahan + Associates, Inc. respectfully requests that this Court enter an order:

- (a) for injunctive relief providing that Defendants be enjoined from directly or indirectly infringing KS+A's rights under federal or state law in the copyrighted materials of KS+A whether now in existence or later created, that are owned or controlled by KS+A;
- (b) for judgment in favor of the Plaintiff against Defendants;
- (c) awarding the Plaintiff such damages as it is entitled to under the law, including compensatory damages and pre- and post- interest;
- (d) awarding the Plaintiff punitive damages against Defendants;
- (e) awarding the Plaintiff its costs and attorneys' fees; and
- (f) awarding the Plaintiff such other relief as is just and proper.

### COUNT II: VIOLATION OF THE ILLINOIS TRADE SECRETS ACT (765 ILCS 10/65/1 et seq.)

- 49. KS+A incorporates by reference and re-alleges each allegation set forth in paragraphs 1 through 38 above as if fully set forth herein.
- 50. Defendants Cordogan and Kim violated the Illinois Trade Secrets Act, 765 ILCS 1065/1 et seq. by misappropriating KS+A's confidential Design Components and trade secrets by improper means and for the benefit of Defendant Cordogan and Defendant Kim.
- This confidential information was developed over many years at KS+A and was the 51. subject of reasonable efforts to maintain its secrecy and confidentiality.
- 52. This information is of immense commercial value both to Cordogan and to Kim, as it would allow the Defendants to essentially usurp KS+A's metholodogies, designs, and processes, without investing the extensive time, effort and expense contributed and expended by KS+A or having to hire a qualified consulting engineer for the work. By misappropriating this information, Defendants hoped to steal in a brief period the value of what has taken KS+A years to design and build.
- 53. Defendants are actively using the misappropriated information to compete with KS+A.
- Defendants' actions have caused, and will continue to cause, irreparable harm to 54. KS+A.
- 55. Unless Defendants are enjoined from further benefiting from their misappropriation, KS+A will continue to suffer irreparable and immeasurable harm.
  - KS+A has more than a reasonable likelihood of success on the merits and there is no 56.

adequate remedy at law for the continuing harm.

- Accordingly, pursuant to 765 ILCS 1065/3 and applicable law KS+A seeks a 57. temporary restraining order as well as preliminary and/or permanent injunctive relief to prevent Defendants from wrongfully benefiting from or further using the misappropriated property and information.
- 58. Further, pursuant to 765 ILCS 1065/4, KS+A seeks to recover any actual monetary damages caused by the misappropriation, or in the alternative, a reasonable royalty for its use.
- 59. Additionally, because Defendants' misappropriation was done covertly, willfully and maliciously, in derogation of Defendant Kim's fiduciary duty and in an attempt by both Defendants in an attempt to harm KS+A, KS+A seeks exemplary damages and attorneys' fees incurred in pursuing this action pursuant to 765 ILCS 1065/4(b) and 1065/5(iii).

WHEREFORE, Plaintiff Kluber Skahan + Associates, Inc., respectfully requests that this court enter an order:

- for judgment in favor of the Plaintiff against Defendants; (a)
- awarding the Plaintiff such damages as it is entitled to under the law, including (b) compensatory damages and pre- and post-judgment interest;
- (c) awarding the Plaintiff punitive damages against Defendants;
- awarding the Plaintiff its costs and attorneys' fees; and (d)
- granting the Plaintiff such other and further relief as is just and proper, including (e) injunctive relief to prevent Defendants from further misappropriating Plaintiff's trade secrets.

### COUNT III: BREACH OF FIDUCIARY AND LOYALTY DUTIES (Against Defendant Jeyeong Kim only)

60. KS+A incorporates by reference and re-alleges each and every allegation set forth in paragraphs 1 through 59 above as if fully set forth herein.

- 61. As an employee of KS+A, Defendant Kim had absolute fiduciary duties of loyalty, fidelity and good faith to KS+A. These duties required Defendant Kim to act solely for the benefit of KS+A and to refrain from acting inconsistently with their agency or trust.
- 62. The conduct of Defendant Kim as set forth above constitutes breach of his duties of loyalty, fidelity and good faith to KS+A.
- 63. KS+A has suffered extensive damages as a result of Defendant Kim's breaches of fiduciary duty, loyalty, fidelity, and good faith to KS+A, for which Defendant Kim is liable.
- 64. Further, unless injunctive relief is entered against Defendant Kim, KS+A is threatened with further irreparable harm as a result of Defendant Kim's breaches of his duties.

WHEREFORE, Plaintiff Kluber Skahan + Associates, Inc., respectfully requests that this Court enter an order:

- (a) for judgment in favor of the Plaintiff against Defendant Kim;
- (b) awarding the Plaintiff such damages as it is entitled to under the law, including compensatory damages and pre- and post-judgment interest;
- (c) awarding the Plaintiff punitive damages against Defendant Kim;
- (d) awarding the Plaintiff its costs and attorneys' fees; and
- (e) granting the Plaintiff such other and further relief as is just and proper, including injunctive relief to prevent Defendant Kim from further breaching his fiduciary duties of loyalty, fidelity and good faith to KA+A or using misappropriated property of KS+A.

### COUNT IV: INDUCING BREACH OF FIDUCIARY DUTY, DUTIES OF LOYALTY, FIDELITY, AND GOOD FAITH (Against Defendant Cordogan Only)

65. KS+A incorporates by reference and re-alleges each and every allegation set forth in

paragraphs 1 through 64 above as if fully set forth herein.

- 66. Defendant Cordogan knowingly participated in, colluded with and benefited from Defendant Kim's breach of his fiduciary duties and duties of loyalty, fidelity, and good faith to KS+A as described above.
- 67. Defendant Cordogan's actions were willful and malicious and intended to harm KS+A and to benefit Cordogan at the expense of KS+A.
- 68. As a legal and proximate cause of this inducement of breach of fiduciary duty, and duties of loyalty, fidelity, and good faith, KS+A has been damaged.
- 69. Such conduct on the part of the Defendants is sufficient to justify an award of exemplary damages in addition to compensatory damages.

WHEREFORE, Plaintiff Kluber Skahan + Associates, Inc., respectfully requests that this Court enter an order:

- (a) for judgment in favor of the Plaintiff against Defendant Cordogan;
- (b) awarding the Plaintiff such damages as it is entitled to under the law, including compensatory damages and pre- and post-judgment interest;
- (c) awarding the Plaintiff punitive damages against Defendant Cordogan;
- (d) awarding the Plaintiff its costs and attorneys' fees; and
- (e) granting the Plaintiff such other and further relief as is just and proper, including injunctive relief to prevent Defendant Cordogan from further inducing breaches of fiduciary duty, and duties of loyalty, fidelity, and good faith to Plaintiff KS+A.

### **COUNT V: THEFT AND CONVERSION**

70. KS+A incorporates by reference and re-alleges each and every allegation set forth in paragraphs 1 through 69 above as if fully set forth herein.

- 71. At all times relevant to this complaint, Plaintiff KS+A was the owner and had right of possession to certain personal and intellectual property, including but not limited to copyright, trade secret, proprietary and confidential information used in KS+A's architecture and engineering business.
- 72. Defendants Cordogan and Kim unlawfully converted that property of KS+A to their own use and benefit by misappropriating it and using that property in the business of Defendant Cordogan.
- Defendants have failed to return the property to KS+A or to reimburse it for the value 73. of the property.
  - 74. Defendants' conduct constitutes theft.
  - 75. Defendants' conduct also constitutes criminal conversion.
- 76. As a direct and proximate result of Defendants' theft and conversion of KS+A's property, KS+A has sustained pecuniary loss in an amount to be proven at trial.
- 77. KS+A is entitled to recover additional damages in an amount three times its actual pecuniary loss resulting from Defendants' theft and/or criminal conversion. KS+A is also entitled to recover its reasonable attorney fees and expenses.
- Defendants' unlawful taking and conversion of the property and failure to return the 78. property or to reimburse KS+A for the value of the property was willful and vexatious, and done with an intent to permanently deprive KS+A of its property.
- 79. Such conduct on the part of the Defendants is sufficient to justify an award of exemplary damages in addition to compensatory damages.

WHEREFORE, Plaintiff Kluber Skahan + Associates, Inc., respectfully requests that this

### Court enter an order:

- (a) for judgment in favor of the Plaintiff against Defendants;
- (b) awarding the Plaintiff such damages as it is entitled to under the law, including compensatory damages and pre- and post-judgment interest;
- (c) awarding the Plaintiff punitive damages against Defendants;
- (d) awarding the Plaintiff its costs and attorneys' fees; and
- (e) granting the Plaintiff such other and further relief as is just and proper, including injunctive relief to prevent Defendant Kim from further converting property lawfully belonging to Plaintiff KS+A and requiring the return of any such property to Plaintiff.

### COUNT VI: COMPUTER FRAUD (18 U.S.C. §1030(e)(2)(b))

- 80. KS+A incorporates by reference and re-alleges each and every allegation set forth in paragraphs 1 through 79 above as if fully set forth herein.
- 81. KS+A's computers are used in interstate commerce and therefore constitute "protected computers," as that term is used in the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(e)(2)(b).
- 82. Defendant Kim knowingly and willfully accessed KS+A's protected computers and made copies of KS+A's computer files, which include the Design Components and other CAD files and other confidential details of KS+A's business.
- 83. Defendant Kim's knowing and willful copying of KS+A's computer files was in excess of his authorized access to the protected computers.
- 84. Defendants' knowing and willful copying of KS+A's computer files was done with an intent to defraud KS+A.
- 85. Defendants furthered their intended fraud upon KS+A by making copies of KS+A's valuable computer files, including its Design Components and CAD files, and obtaining those copied

computer files.

- 86. As a result of Defendants' computer fraud as alleged above, KS+A has suffered monetary losses and irreparable harm requiring preliminary and permanent injunctive relief.
- 87. Such conduct on the part of the Defendants is sufficient to justify an award of exemplary damages in addition to compensatory damages.

WHEREFORE, Plaintiff Kluber Skahan + Associates, Inc., respectfully requests that this Court enter an order:

- (a) for judgment in favor of the Plaintiff against Defendants;
- (b) awarding the Plaintiff such damages as it is entitled to under the law, including compensatory damages and pre- and post-judgment interest;
- (c) awarding the Plaintiff punitive damages against Defendants;
- (d) awarding the Plaintiff its costs and attorneys' fees; and
- (e) granting the Plaintiff such other and further relief as is just and proper, including injunctive relief to prevent Defendants from further defrauding Plaintiff of property lawfully belonging to it and requiring the return of any such property to Plaintiff.

### COUNT VII: TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

- 88. KS+A incorporates by reference and re-alleges each and every allegation set forth in paragraphs 1 through 87 above as if fully set forth herein.
- 89. KS+A had, and has, reasonable expectancies of valid business relationships with various customers and clients, based on KS+A's past and existing relationships with these third parties, as well as the substantial resources that it devoted to maintaining such business relationships.
  - 90. Defendants had, and have, knowledge of KS+A's prospective business relationships,

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evidence by Defendants' copying and other misappropriation from KS+A's computers and using such information directly on Defendants' work products.

- 91. Defendants intentionally interfered with KS+A's prospective business relationships.

  Defendants' conduct was wrongful and not privileged as evidenced by their breaches of fiduciary duty, theft, and other misconduct.
- 92. Cordogan engaged (and continues to engage) in intentional conduct designed to induce disruption of these economic relationships through the fraudulent use of KS+A's Design Components and the representation that this quality work was Cordogan's own.
- 93. An actual disruption of certain of the economic relationships did in fact occur, and as a legal and proximate cause of this intentional interference, KS+A has been damaged, including the loss of the following projects: Village of North Aurora, Community Center Renovation; Aurora Public Library; Aurora Police Station; Waubonsee Community College; City of Aurora, Philips Park Expansion.

WHEREFORE, Plaintiff Kluber Skahan + Associates, Inc., respectfully requests that this Court enter an order:

- (a) for judgment in favor of the Plaintiff against Defendants;
- (b) awarding the Plaintiff such damages as it is entitled to under the law, including compensatory damages and pre- and post-judgment interest;
- (c) awarding the Plaintiff punitive damages against Defendants;
- (d) awarding the Plaintiff its costs and attorneys' fees; and
- (e) granting the Plaintiff such other and further relief as is just and proper, including injunctive relief to prevent Defendants from tortiously interfering with Plaintiff's prospective business relationships.

### **COUNT VIII: UNFAIR COMPETITION**

- 94. KS+A incorporates by reference and re-alleges each and every allegation set forth in paragraphs 1 through 93 above as if fully set forth herein.
- 95. KS+A has built up goodwill and reputation for its business and is entitled to receive the benefits of its labors.
- 96. Defendants have misappropriated KS+A's trade secrets to use in their documents, plans and specifications in order to represent the quality of the work as being that of their own to enhance their reputation and to obtain additional work for KS+A's current and future clients.
- 97. Defendants' conduct is interfering with KS+A's contractual and prospective business relationships with its clients.
- 98. Defendants' conduct is willful and is for the sole purpose of causing economic injury to KS+A for the benefit of Cordogan.
  - 99. There is no justification for Defendants' conduct.
  - 100. As a legal and proximate result of Defendants' conduct, KS+A has suffered damages.
- 101. Such conduct on the part of the Defendants is sufficient to justify an award of exemplary damages in addition to compensatory damages.

WHEREFORE, Plaintiff Kluber Skahan + Associates, Inc., respectfully requests that this Court enter an order:

- (a) for judgment in favor of the Plaintiff against Defendants;
- (b) awarding the Plaintiff such damages as it is entitled to under the law, including compensatory damages and pre- and post-judgment interest;
- (c) awarding the Plaintiff punitive damages against Defendants;

- awarding the Plaintiff its costs and attorneys' fees; and (d)
- (e) granting the Plaintiff such other and further relief as is just and proper, including injunctive relief to prevent Defendants from further unfairly competing with KS+A.

### FURTHER PRAYER FOR RELIEF

WHEREFORE, Plaintiff Kluber Skahan +Associates, Inc., respectfully requests that this Court enter and order granting KS+A:

- Preliminary and permanent injunctive relief against Defendants, their agents and (1)employees, and any other individuals within their control or supervision, and all persons or entities in concert or participating with them, from using, copying, or otherwise exploiting KS+A's copyright protected materials, including the Design Components;
- (2) Preliminary and permanent injunctive relief against Defendants, their agents and employees, and any other individuals within their control or supervision, and all persons or entities in concert or participating with them, from using, disclosing, converting, appropriating, retaining, selling, transferring or copying any property, confidential information or trade secrets of KS+A:
- (3) An order requiring Defendants to return any and all of KS+A's property, confidential information and/or or trade secrets in their control;
- (4) Preliminary and permanent injunctive relief against Defendants, their agents and employees, and any other individuals within their control or supervision, and all persons or entities in concert or participating with them, from using, copying, or otherwise exploiting KS+A's computer files;
- (5) An order requiring Defendants to return any and all copies of KS+A's computer files stored on removable media (CD's, DVD's, tapes, etc.) and to securely erase all copies of KS+A's

computer files stored on fixed hard disks;

- (6) Preliminary and permanent injunctive relief against Defendants, their agents and employees, and any other individuals within their control or supervision, and all persons or entities in concert or participating with them, from unfairly competing with KS+A in any manner;
- (7) Judgment against Defendants in an amount sufficient to compensate KS+A for the losses it suffered, as set forth in each of the causes of action contained herein;
  - (8) Treble damages;
  - (9) Punitive damages;
  - (10) Pre-judgment interest and post-judgment interest;
  - (11) Attorney fees and all other expenses and costs of this litigation; and
  - (12) Any and all other relief that this Court may deem appropriate.

PLAINTIFF KLUBER SKAHAN + ASSOCIATES, INC. HEREBY DEMANDS TRIAL BY JURY

KLUBER SKAHAN + ASSOCIATES, INC.

By:

One of the Attorneys for Plaintiff

Derke J. Price

Ellen K. Emery

ANCEL, GLINK, DIAMOND, BUSH, DICIANNI & KRAFTHEFER, P.C.

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08 C 1529

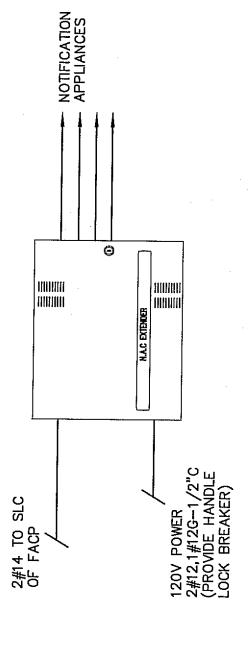
JUDGE ZAGEL MAGISTRATE JUDGE NOLAN

### **EXHIBIT A**



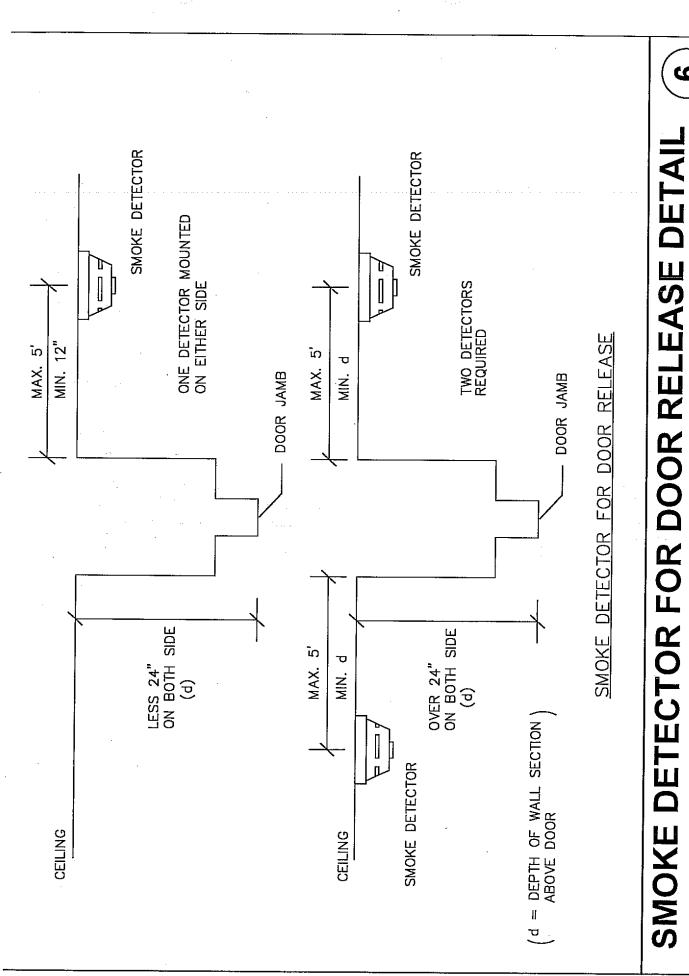
NAC EXTENSION WIRING DETAIL

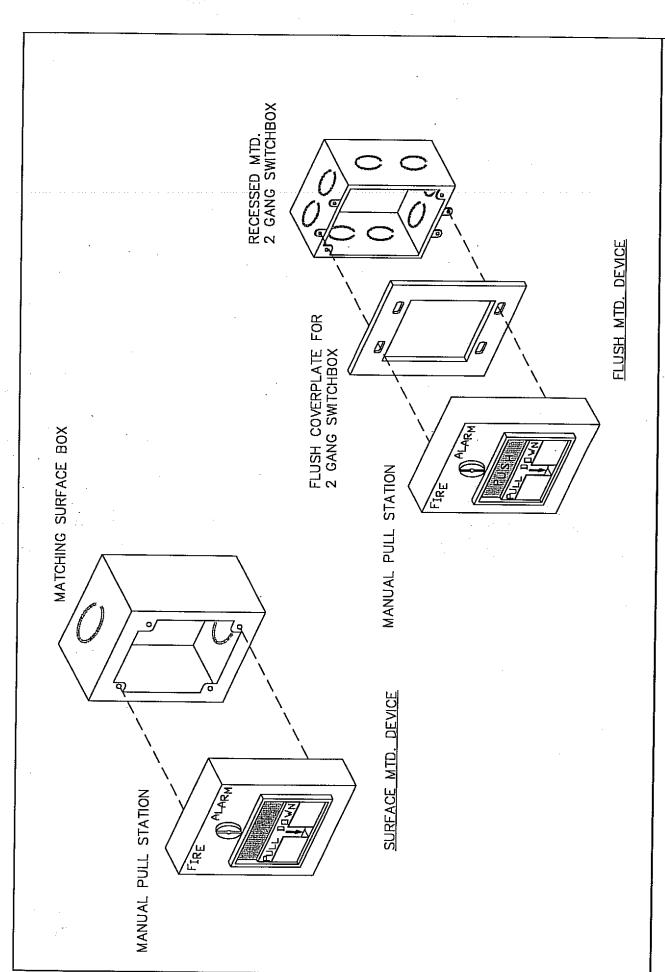
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### NOTE:

- 1. THIS RISER DIAGRAM IS SCHEMATIC IN NATURE INTENDED TO DEMONSTRATE THE PERFORMANCE REQUIREMENTS OF THIS PROJECT.
- 2. ALL NOTIFICATION APPLIANCES SHALL BE CONNECTED TO AUXILIARY POWER N.A.C. PANEL.
- E.C. SHALL DETERMINE QUANTITY & LOCATION OF NAC EXTENDER. 'n
- 4. TOTAL CONNECTED LOAD ON SINGLE AUXILIARY POWER N.A.C. PANEL SHALL BE LIMITED TO 70% OF TOTAL CAPACITY.
- 5. E.C. SHALL PROVIDE CALCULATIONS ORGANIZED BY N.A.C. PANEL.



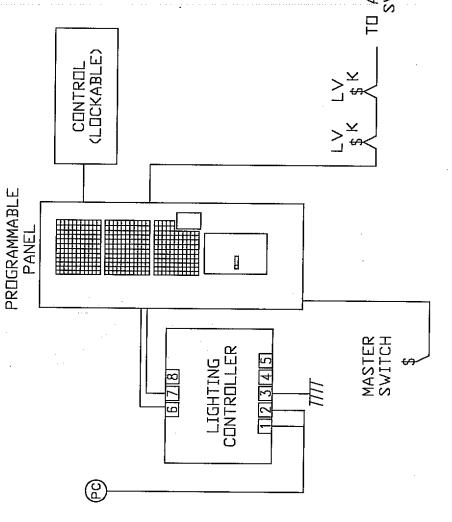


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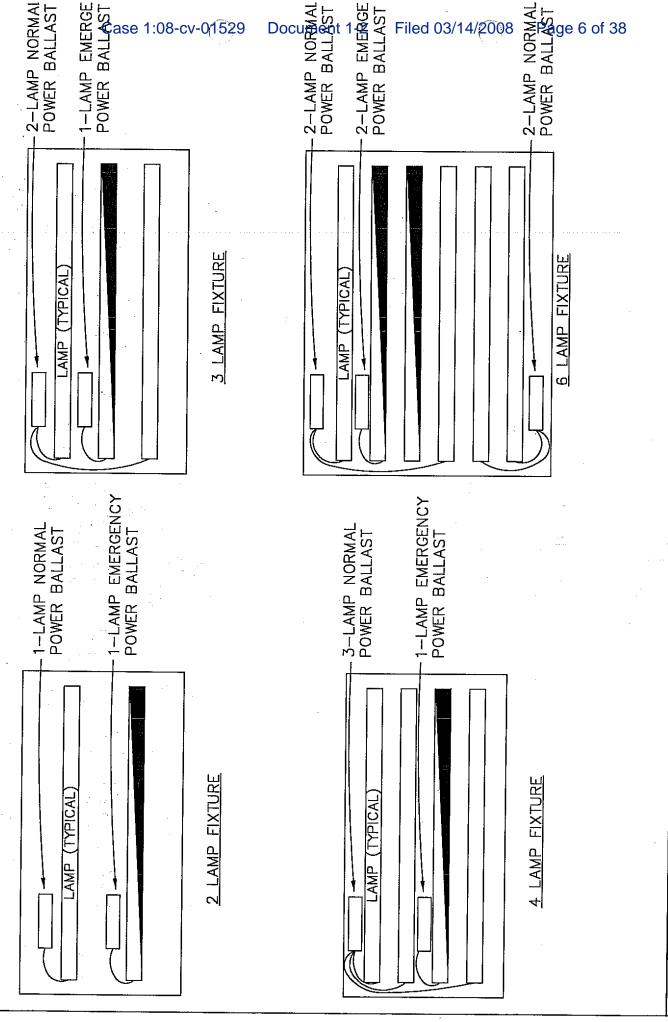
## PULL STATION MTD. DETAIL

Document 1-2

- LU-FUI -	1 - LIGHTING CONTROL SCHEDULE	IROL SCH	EDULE
AREA	CIRCUIT(S)	ZONE	ZONE CONTROL DESCRIPTION
1ST FLOOR - AREA D - CORRIDORS	1,3	ZPD1	TC ON/TC OFF - LOCAL SWITCH
1ST FLOOR - AREA D LIGHTING	5,7,9,2,4,6	ZPD2	TC ON/TC OFF - MAIN SWITCH O
LTG - EXTERIOR	14,16,18	ZPOD1	PHOTOCELL ON/TIMECI OCK OFF
LTG - EXTERIOR	20	ZPOD2	PHOTOCELL ON/TIMECLOCK OF
	PROGRAMMABLE PANEL		-cv-0 <sub>(</sub> 1529

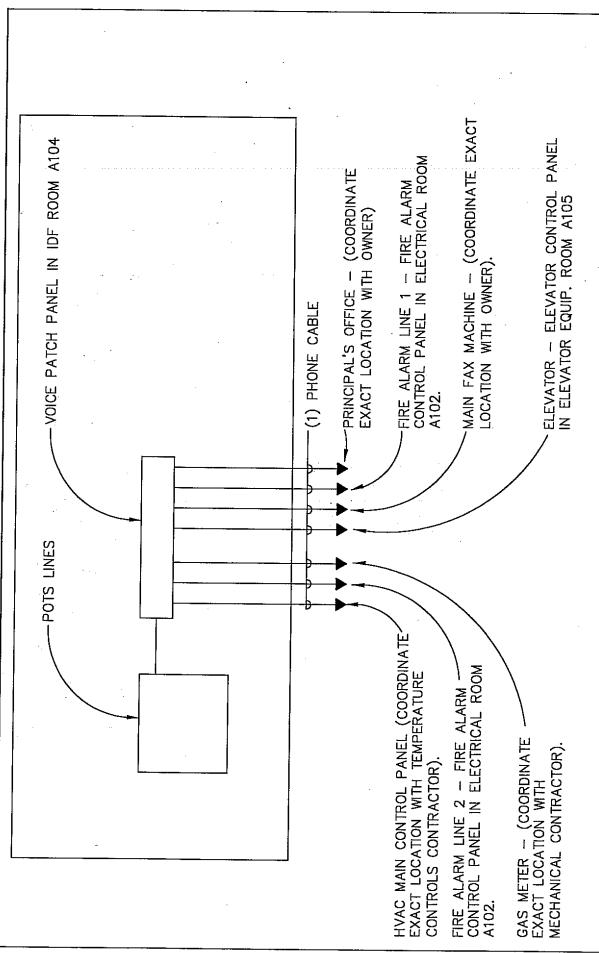


## LIGHTING CONTROL DETAIL

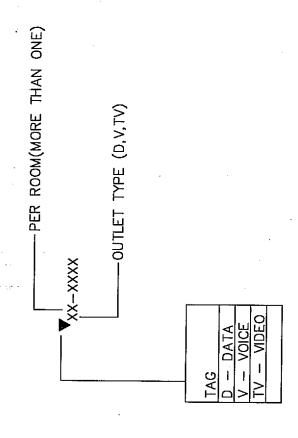


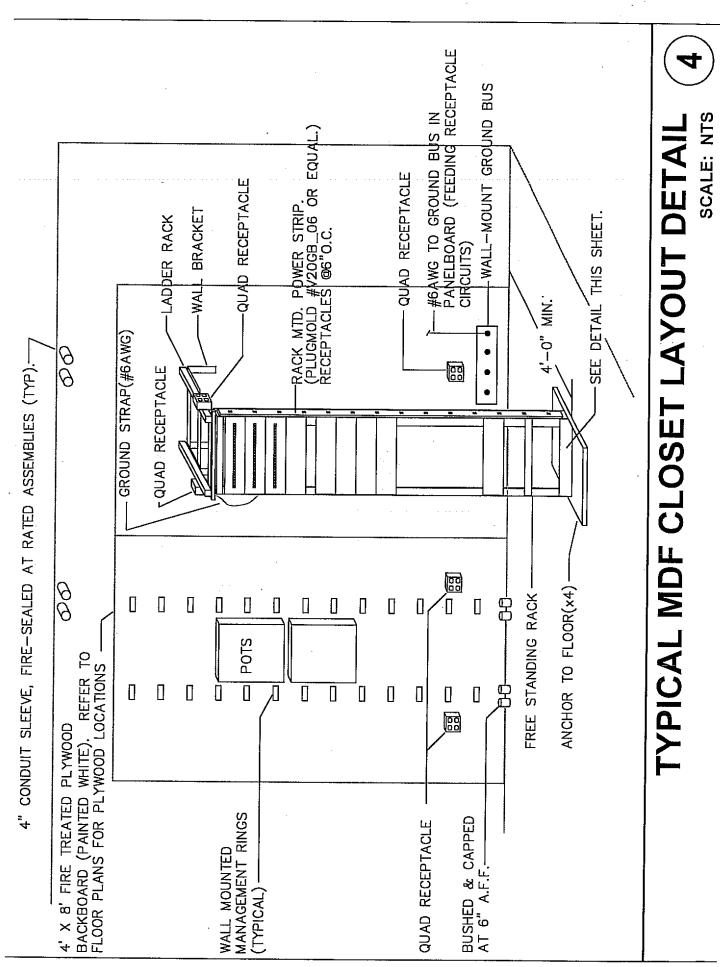
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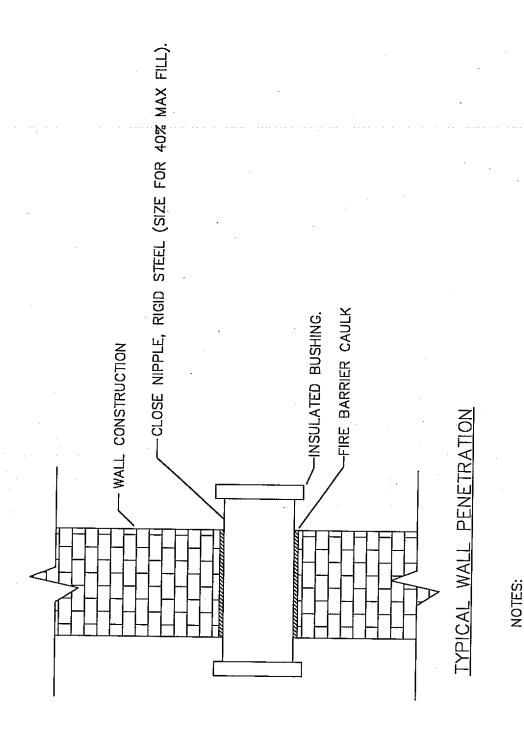


# LOW-VOLTAGE TERMINATION NOTATION SCALE: NTS





### STANDARD 2 1/2" DEEP MULTI-GANG J-BOX. SOLID DIVIDER FOR LINE & LOW VOLTAGE SEPARATION.

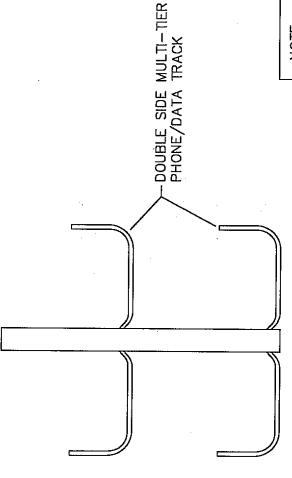


## **NALL PENETRATION DETAIL**

NEATLY CORE ALL MASONRY AND BLOCK WALLS. RIGIDLY SUPPORT ALL RACEWAYS. PROVIDE FIRE BARRIER CAULK AT FLOOR, CORRIDOR AND FIRE SEPARATION WALLS.

-; ci ri





NOTE:

1. PROVIDE ALL NECESSARY MOUNTING ACCESSORIES.

2. PROVIDE ADDITIONAL TIERS AS REQUIRED.

3. VERIFY EXACT REQUIREMENTS IN FIELD.

RUNG WIDTH: 3" (TOP 2), 9"(BOTTOM 2) LENGTH: AS INDICATED. MOUNTING: SUSPENDED, THREADED ROD.

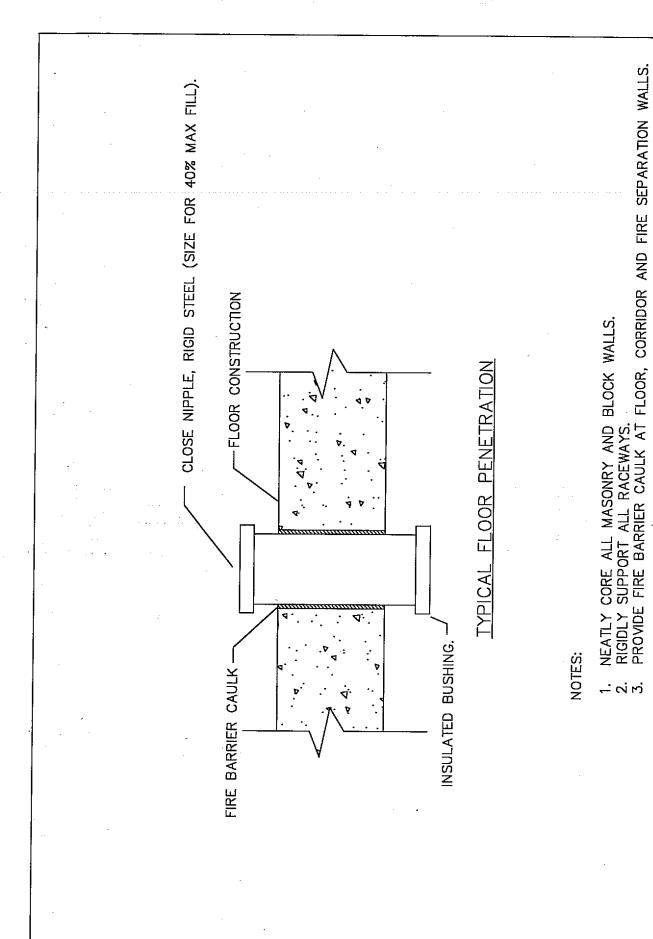
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TYP. CABLE RUNWAY SYSTEM DETAIL

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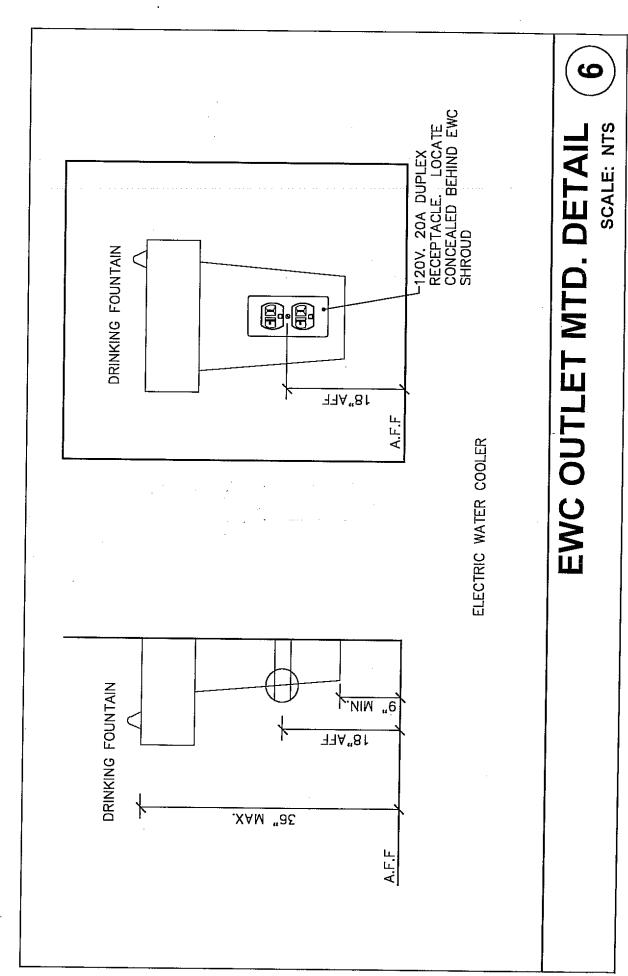
SCALE: NTS

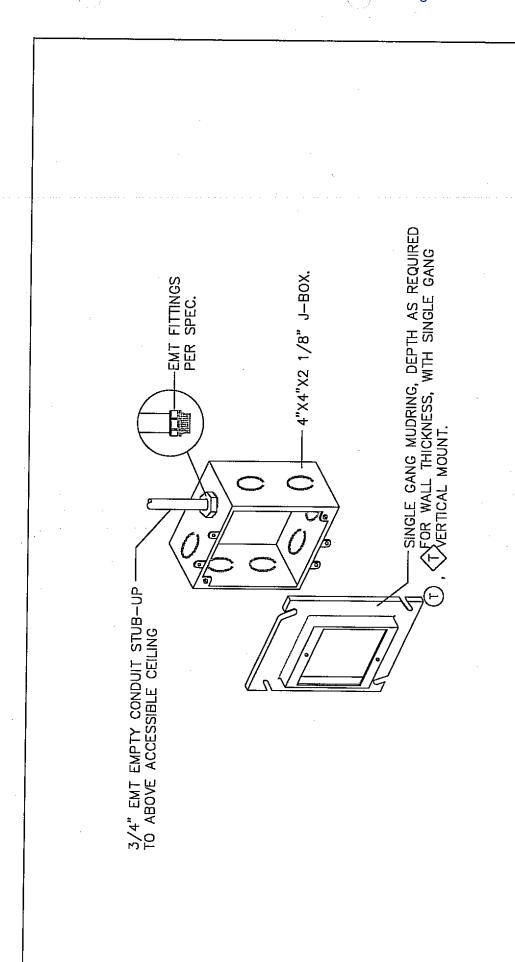
B-LINE VERTI-RACK SYSTEM OR EQUAL.

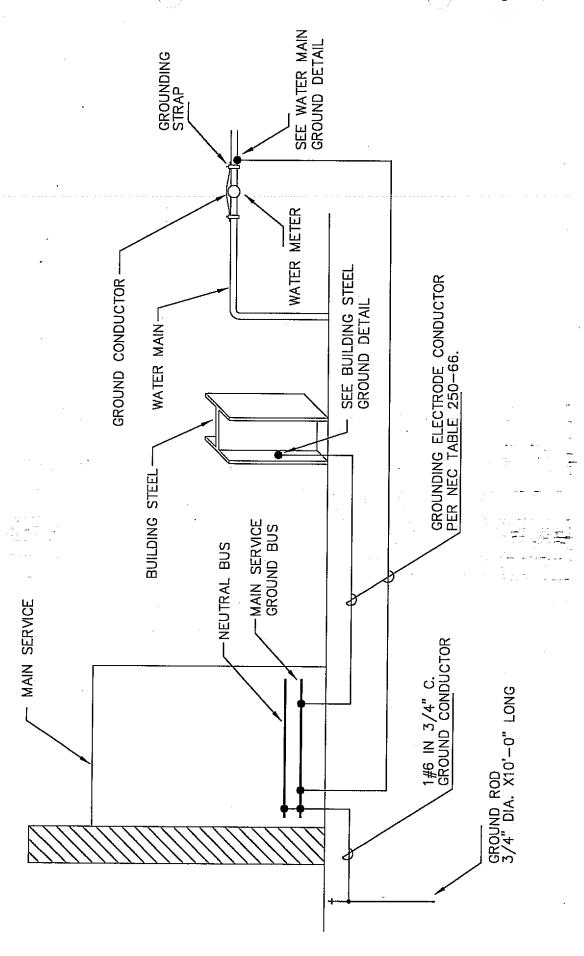


FLOOR PENETRATION DETAI



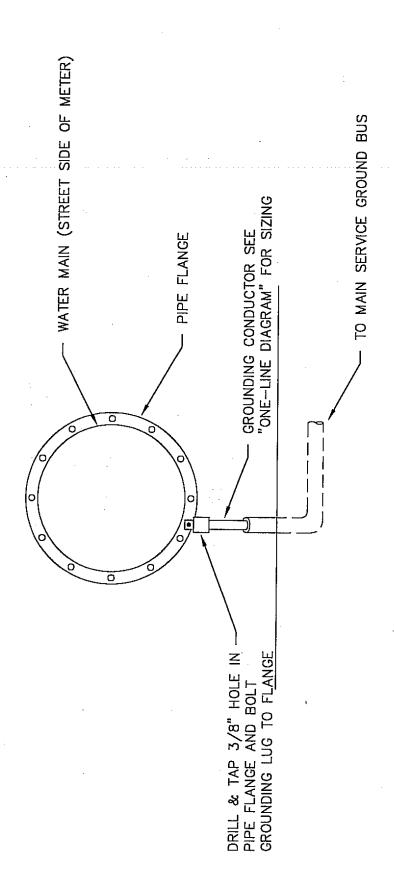






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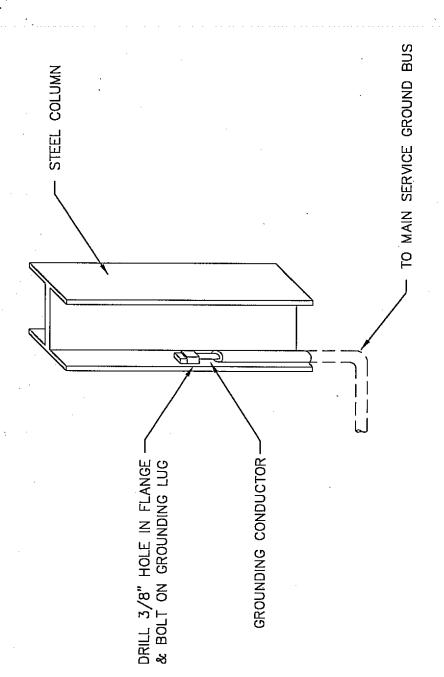




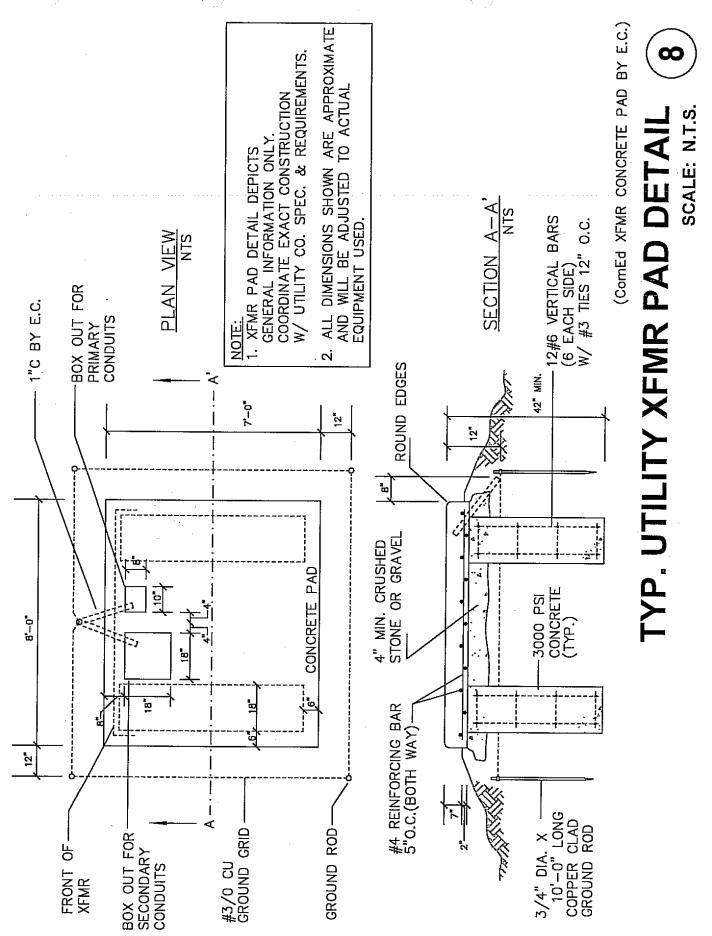
## MAIN WATER GROUNDING DETAIL



## BUILDING STEEL GROUNDING DETAI

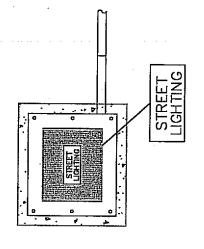


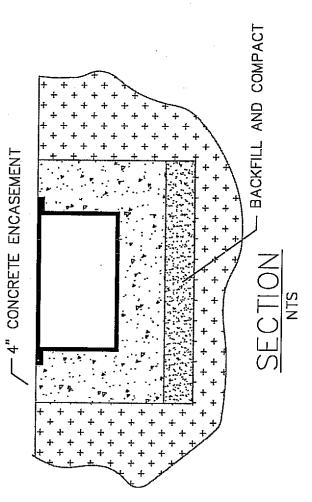
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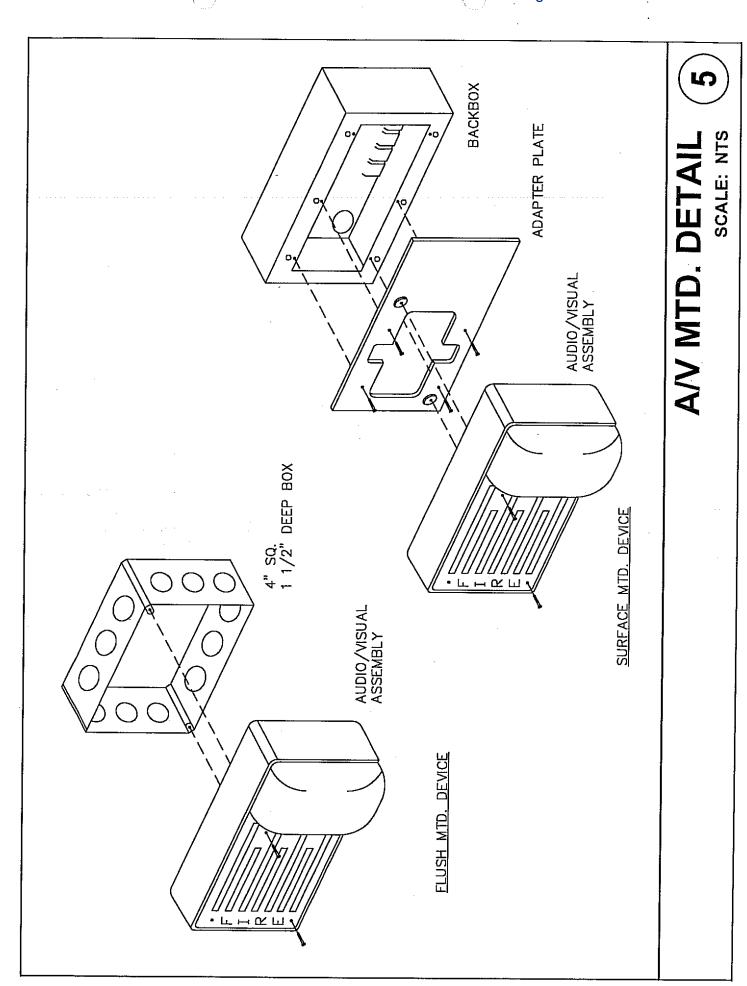


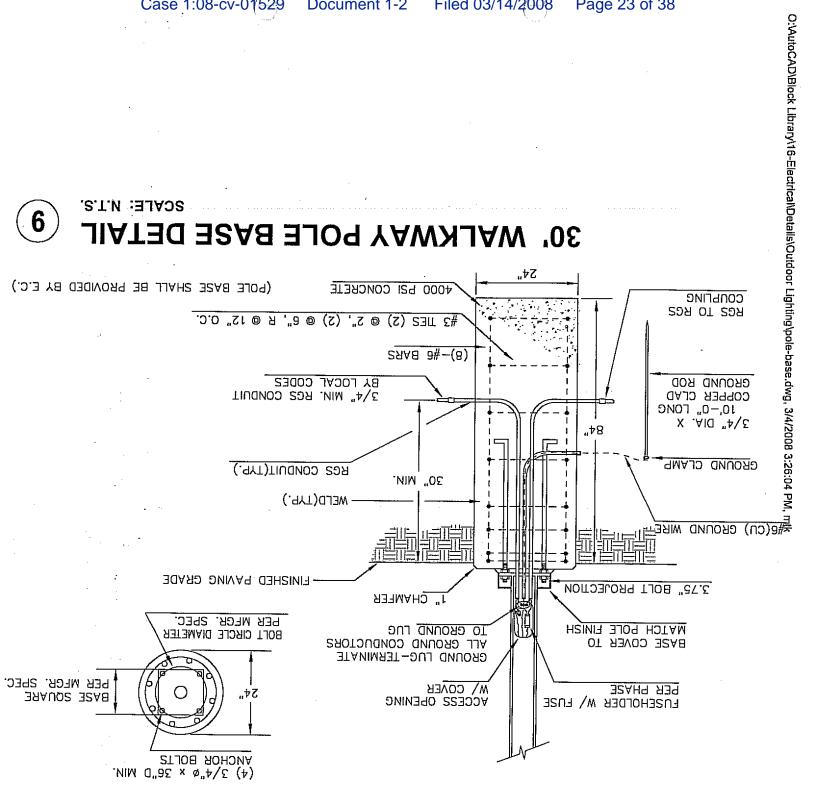








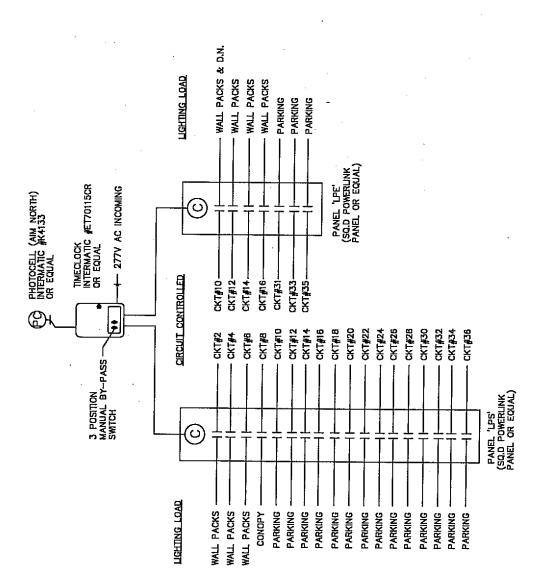




### **BOLLARD BASE DETAIL**

(CONCRETE BASE SHALL BE PROVIDED BY

ALL WIRING SHALL MEET LOCAL, STATE, AND NATIONAL ELECTRICAL CODES.





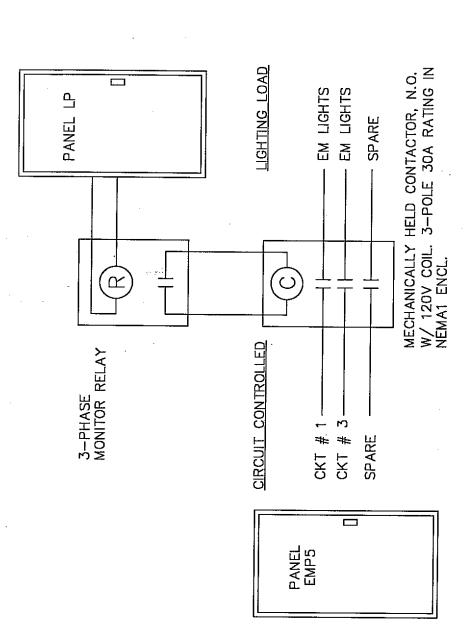
### SCALE: N.T.S. **EXT. LIGHTING CONTROL DETAIL**

1. PHOTOCELL ON/TIME CLOCK OFF CONTROL W/ MANUAL OVERRIDE. 2. PROVIDE 277V FOWER TO TIMECLOCK & PHOTOCELL (LPA CKT#42). 3. PROVIDE NEW PHOTOCELL ON ROOF TO FACE NORTH. EXACT LOCATION TO BE DETERMINED IN FIELD.

Document 1-2



SCALE: N.T.S.



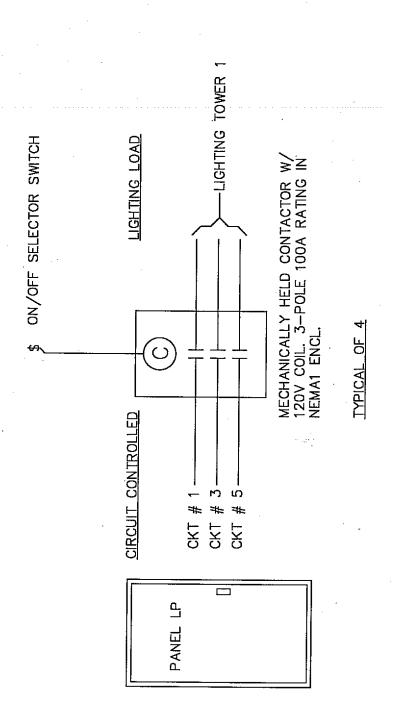
LIGHTING CONTACTOR SHALL REMAIN OPEN DURING NORMAL OPERATION.

1. IN CASE OF POWER FAILURE, PHASE MONITOR SHALL ACTIVATE 3-POLE LIGHTING CONTACTOR.

NOTE:

# FOOTBALL FIELD EM LIGHTING CONTROL DETAI



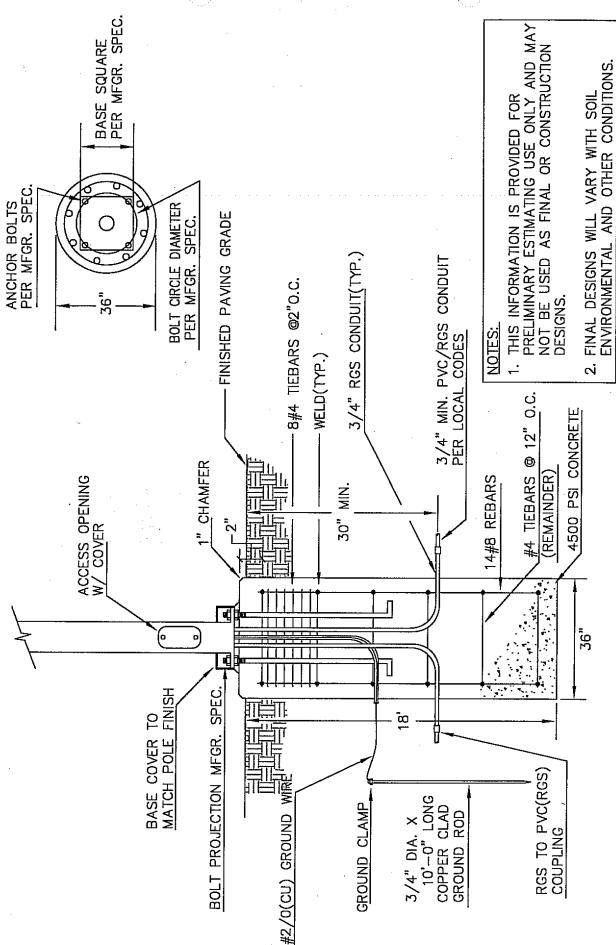


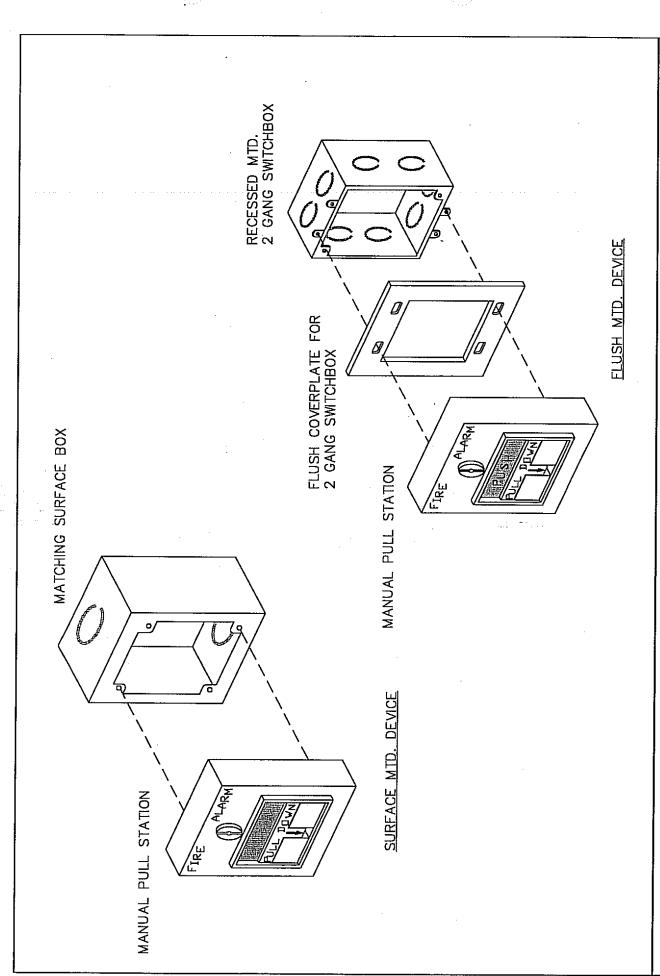
# TYPICAL LIGHTING TOWER CONTROL DETAI

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SCALE: N.T.S.

**IGHTING TOWER POLE BASE DETAI** 

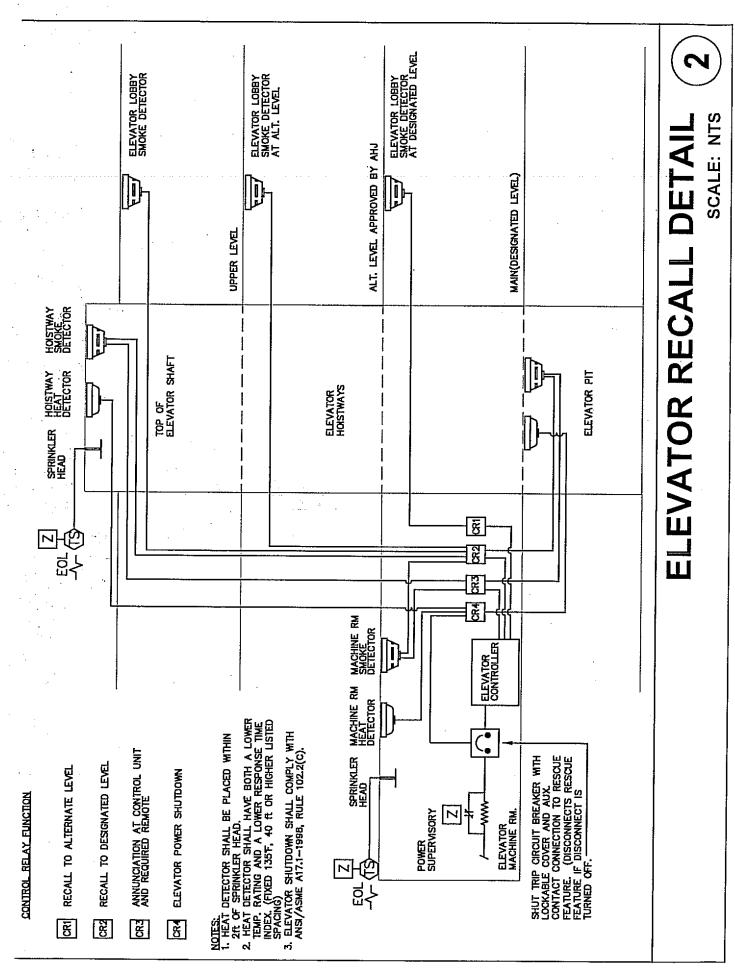


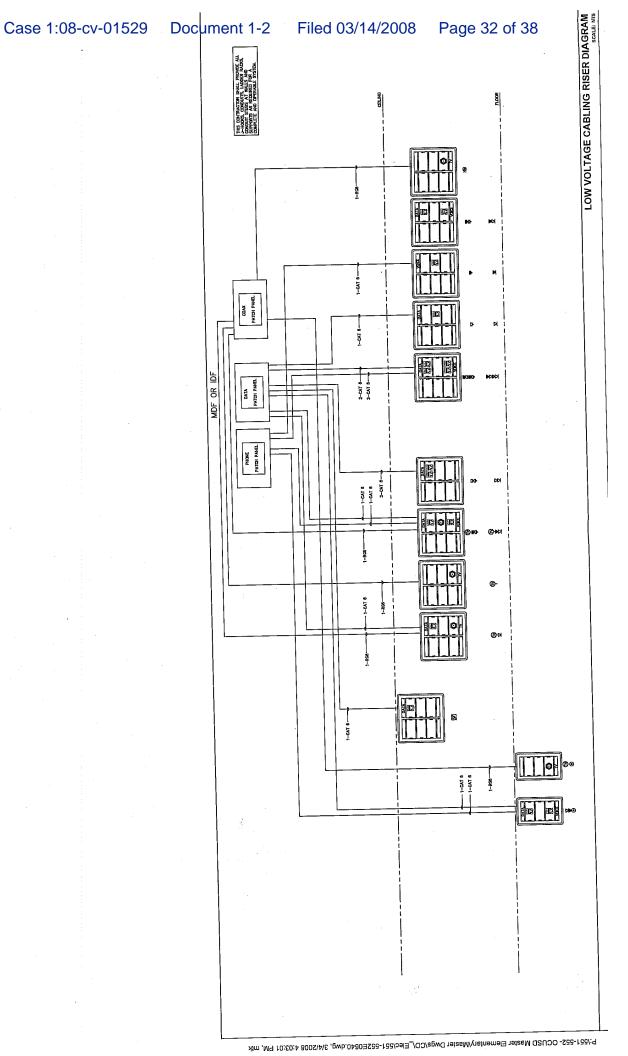


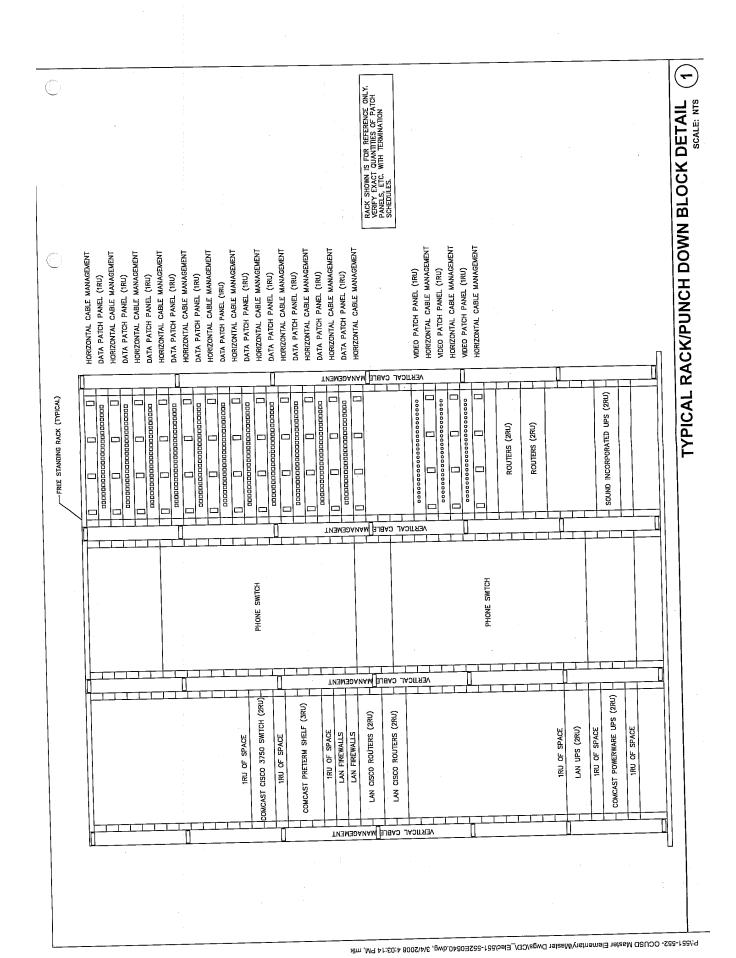
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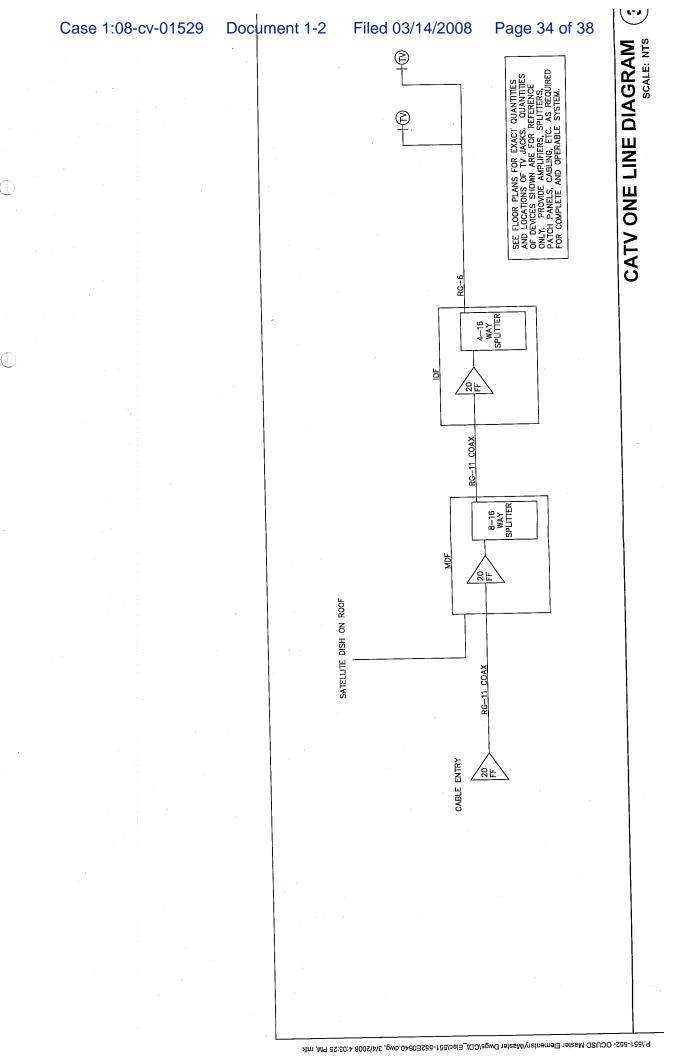
SCALE: NTS

### PULL STATION MTD, DETAIL

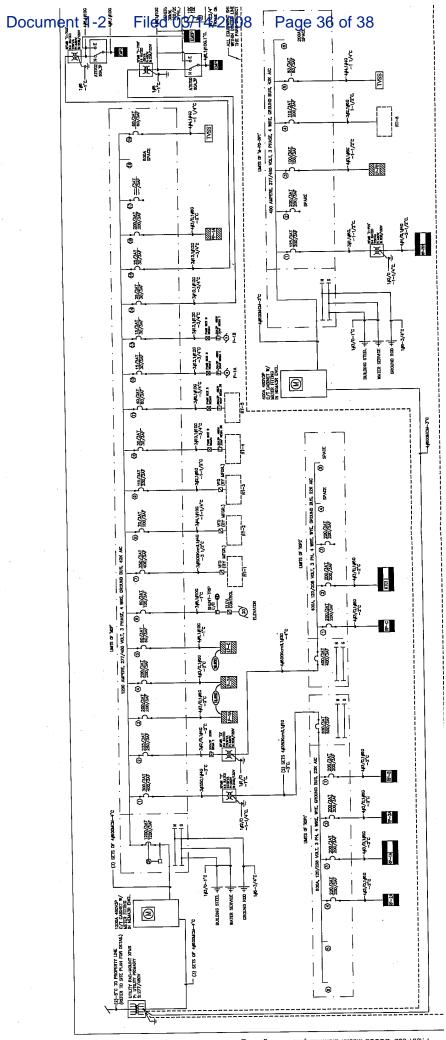








1.S LIST		Fig.
SYMBO	CEILING WALL	
ELECTRICAL SYMBOL'S LIST	SYMBOL STANSOL DESCRIPTION	Commence   Commence
ABBREVIATIONS	DESCRIPTION SYMBOL DESCRIPTION	Column
	SYMBOL	지수는 등록 보고 있는 사람들에 가장 이 기를 보고 있는데 기를 보고 있다면 되었다면 되었다면 되었다면 되었다면 되었다면 되었다면 되었다면 되었
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Case 1:08-cv-01529

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NOTE		T	Т	Т			1,4,5	1,4,5	1,4,5	Ī		_	-=	F	F	4,20	4,20	e s	di di	51.9.13	o, di			5			F	F	
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FINESH	WHITE	1	WHILE	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	CLEAR	CLEAR		LOW RIDESCENT ANCDIZED	LOW RIDESCENT ANDDIZED	LOW RIDESCENT ANODIZED	WHITE	WHITE	WHITE	WHITE	WHITE	WHITE	HIDESCENT ANODZED	LOW RIDESCENT ANODIZED	LOW RIDESCENT ANODIZED	EXTRUDED	EXTRUDED	WHITE	WHITE	CLEAR
SHIELDING	PRISMATIC	PRISMATIC	ACRYLIC	PERFORATED WHITE STEEL	ROUND PERFORATED WHITE STEEL	ROUND PERFORATED WHITE STEEL	NONE	NONE	NONE	NONE	NONE	PRISMATIC TAMPERED GLASS W/ WG	PARABOLIC D	PARABOLIC LOUVER		ACRYLIC LENS, WIREGUARD & ALLUMINUIA POORFRANE	ACRYLIC LENS, WIREGUARD & ALLUMPAUM POORFRAME	тневмо Р. АБТС	THERMO PLASTIC	THERMOPLASTIC	THERMOPLASTIC	PARABOLIC LOLIVER	PARABOUC	PARABOLC LOLVER	POLYCARBONATE	ROUND	PRISMATIC ACRYLIC	PRISMATIC ACRYLIC	NONE
VOLTAGE	V20/277V	<u> </u>	VTTZ021	V772021	V772/021	120/277V	V772/023	V772/021	V772/021	120277V	120277V	Vazr	V7727021	VTZDZI	VT.15205	vrzzoz	20/2777	V772V271	1202T7V	TZGZT7V	VTTZVZZ	VTZVZT	VTZ0Z1	V772/021	120277	120/277V	120271	120277V	120/277
SR. CATALOG NUMBER VOLTAGE	2GRB-332A-EB81-U	2678 3 32 412 MVOLT 1/2 GEB1018	XP2GVA3321292777-50 EM 2GTB 3 32 A12 MVOLT 1/3 GEB10IS EM	RDLASY-272RF-EBB1-U GV61GPFADZZZ120/Z778O AV G 2 32 MDR GEB10%	RDHASY-222RP-EBB1-U-(2) ELEC BAL 1 OVS1GPFAD22212027750-(2) ELEC, BAL AV R 2 32 MDR MVOLT 21 GEB1015	ROLASY-ZZZRP-EBB1-U-(1) LAMP EM BAL.	198.2328881-WG-1 88-2328881-WG-1 8W48232120277-04-AWG3W-CSP	C 2 32 AVOL. 112 dee 105 WOCHN 165-272E881-WG-14/21 ELEC. BAL. 5W482732120/277-SD-AVG3W-C9P-(2) EL 1	C 2 32 MVCLL 27 GEB 102 WCCCO.  10 2 32 MVCLL 121 GEB 103 WCCCO.  10 3 32 MVCLT GEB 101 WWG 20 WCCO.  11 C 2 32 MVCLT GEB 101 WGCCO.  12 C 2 32 MVCLT GEB 101 WGCCO.  13 C 2 32 MVCLT GEB 101 WGCCO.  14 C 2 32 MVCLT GEB 101 WGCCO.  15 C 3 32 MVCLT GEB 101 WGCCO.  16 C 3 32 MVCLT GEB 101 WGCCO.  17 C 3 32 MVCLT GEB 101 WGCCO.  18 C 3 3 MVCCO.  18 C 3 3 MVCCO.  18 C 3 3 MVCCO.  18 C 3 MVCO.  18 C 3 MVC	C7042-1451-LI 6022CCDP 71428U AC 4 4210T RAP MVCLT	CANTACON SALAREN	ICVAVIG VP100G075	ZEPJGAX,32359EBB1-U DPAZGIBLP332126Z77-G3 ZPM3N G A 3 3Z 18LD MVOLT 1/3 GEB108	2EP3GAX:32S28/EB81-U-12) ELEC, BAL APPROVED EGUAL 2PM-2P CA 3 27 18LD MVCLT 173 GEB10S	2EP3GAX332E38HEB8HJH1) LAMP EM BAI RAPPROVED EGUAL	APPLIANCE AND THE SERVICE OF THE STANDARD IN THE STANDARD AND THE STANDARD IN THE STANDARD AND THE STANDARD	2HB-532-AWG-UPL4-SHK-EB62-(1) EM B FLW533EB2-E2-8-FLWLENS/FLWG-RRD FRB R 2D WDS A12 23 GEB10S WG-EM	S (CCX71-RWFCH EM12/13 38-2/WG) Lunu 6 W 18 190777 HO WG	6 CC-3WH EM41 ELM 6 27		PX. PX. I DAY BY TOO TO BE N	EP3GAX-422S4SHEBB1-U IR DPAZG32L8-42120/277-50 2PM3N G B 3 32 18LD 1/3/GEB	13 =	ZEPSGAX,322836;EBB1-U ZEPSGAX,322836;EBB1-U ZPM3N G B 3 32 18LD 1/3GEB		ER AWSP-1781-CUNV-8U-WA-ER ER I-WA-1781-CUNV-8U-WA-ER CV-1781-PEPT-WA-EBRUNV-4BN	X ZGREATZA-EBB112 ER XP2GVA422Z0Z7704 ANDEROUSE FOLKL	A   2458-4224-680-458   A   2458-424-690-458   A   2458-4224-690-458   A   2458-4221-2921-2921-2921-2921-2921-2921-2921	A ZGIB 4.34 A12 MYCH. 17 TO
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JUDGE ZAGEL MAGISTRATE JUDGE NOLAN

### EXHIBIT B

### Certificate of Registratio 1529

Document 1-3

Filed 03/14/2008

Page 2 of 11



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

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Marybeth Geters



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